



## **REQUEST FOR PROPOSALS**

The Topeka-Shawnee County Riverfront Authority, hereafter referred to as the RFA, is seeking proposals from qualified firms and individuals for preparation and publication of a master development plan for the Kansas River Corridor as it passes through the City of Topeka and Shawnee County, Kansas. Proposals will be received at the Contracts & Procurement Office of the City of Topeka until 2:00 PM, local time Friday, August 17, 2007. Those wishing to submit proposals may obtain information about the process by contacting the Contracts & Procurement Division, 215 SE 7th Street, Basement, Room 60, Topeka, KS 66603-3983, phone 785.368.3749, fax 785.368.4499 or on the internet at [www.topeka.org](http://www.topeka.org). (Bid Listings – Click on Formal/Informal Bid Requests).

### **Read This Request Carefully**

Failure to abide by all of the conditions of this request may result in the rejection of a proposal. Inquiries about this request should indicate the RFP number and be directed to the Procurement Officer. This is not a Request for Quotes, but a Request for Proposals; refer to Section II for Content of Proposal and Submission of Proposal.

**The City of Topeka, as a courtesy to the Riverfront Authority, whose negotiation team may include City employees or appointees, is administering the competitive RFP solicitation process. The City's only involvement shall be the dissemination of proposals and addenda, attendance at the bidder's conference and closing of the bids. Once closed, the evaluation, competitive negotiation and contract negotiation phases are the sole responsibility of the Riverfront Authority.**

## SIGNATURE SHEET

Item: Project No. PW-119-07-P

Topeka-Shawnee County Riverfront Master Plan

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies. **I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Addenda: The undersigned acknowledges receipt of the following addenda:

#1 (\_\_\_\_) #2 (\_\_\_\_) #3 (\_\_\_\_) None (\_\_\_\_)

Legal Name of Person, Firm or Corporation

\_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_)

\_\_\_\_\_

Email

\_\_\_\_\_

Address

\_\_\_\_\_

RFA & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security Number (SSN) or Federal Employee Identification Number (FEIN)

\_\_\_\_\_

Business Status: DBE (\_\_\_\_) Other (\_\_\_\_)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below:

Address

\_\_\_\_\_

RFA & State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_)

\_\_\_\_\_

Email \_\_\_\_\_

**SECTION I**  
**CONDITIONS TO BIDDING**

- 1.1 **Proposal Reference Number:** The above-number has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal and written communications. **The single point of contact for all inquiries, written or verbal, shall be directed to:**

City of Topeka  
Contracts and Procurement Division  
ATTN: **Teri Jackson, Procurement Officer**  
215 SE 7<sup>th</sup> Street, Basement, Room 60  
Topeka, KS 66603-3983  
Phone 785.368.3749  
[tjackson@topeka.org](mailto:tjackson@topeka.org)

No communication is to be had with any other employee of the City, County, or RFA unless otherwise stated:

Violations of this provision may result in the rejection of a consultant's proposal.

- 1.2 **Negotiated Procurement:** The Negotiation Committee reserves the right to negotiate this request for proposal. Evaluation of vendor proposals and an award recommendation will be provided by the Negotiation Committee to the RFA. Final contract award will be authorized by the RFA.

The Negotiation Committee shall consist of the following:

Chairman of Topeka-Shawnee County Riverfront Authority  
Member of the Topeka-Shawnee County Riverfront Authority, as appointed by its Chairman  
Member of the Topeka-Shawnee County Riverfront Authority, as appointed by its Chairman  
City Manager of Topeka  
Public Works Director of Shawnee County  
Public Works Director of Topeka

- 1.3 **Appearance Before Committee:** Any, all or no vendors may be required to appear before the Negotiation Committee to explain the vendor's understanding and approach to the project and/or respond to questions from the committee concerning the proposal; or, the Negotiating Committee may award without conducting negotiations, based on the initial proposal. The Negotiating Committee reserves the right to request information from vendors as needed. If information is requested, the Negotiation Committee is not required to request the information from all vendors.

No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

- 1.4 Pre-proposal Conference/Questions/Addenda

- 1.4.1 Pre-Proposal Conference

A pre-proposal conference will be held Friday, August 3, 2007 at 10:00 A.M. at the following location:

City of Topeka  
Contracts and Procurement Division  
215 SE 7<sup>th</sup> Street, Basement, Room 60  
Topeka, KS 66603-3983

Attendance is not required at the pre-proposal conference but is encouraged. All questions requesting clarification of the Request for Proposal to be addressed at the pre-proposal conference shall be submitted electronically in Microsoft Word format to the Procurement Officer, Teri Jackson, at [tjackson@topeka.org](mailto:tjackson@topeka.org) prior to the close of business, 5:00 P.M. CDST, on July 30, 2007. At the RFA's sole discretion, impromptu questions may be permitted and spontaneous unofficial answers may be provided during the pre-proposal conference.

However, vendors should clearly understand the only official answer or position of the RFA and Negotiation Committee will be in writing, and a vendor will not be allowed to use extensive impromptu questions as a substitute for failure to submit written questions.

#### 1.4.2 Questions

Questions submitted by the deadline date with their associated answers will be listed and distributed for review at the beginning of the pre-proposal conference. Vendors should take care in the wording of their questions. The RFA will not be responsible should a question or its related answer expose a portion of a vendor's proposal offering or strategy. Time will be allowed at the start of the pre-proposal conference for attendees to read the questions and answers before they are individually addressed at the conference. At the discretion of the RFA, authorized impromptu questions may be received. Vendors may not record the Pre-Proposal Conference in any audio or video recordings.

Answers to all submitted questions will then be posted in an addendum to the City of Topeka's purchasing web site upon conclusion of the pre-bid conference, and can be accessed at [www.topeka.org](http://www.topeka.org). (Bid Listings – Click on Formal/Informal Bid Requests).

It shall be the vendor's responsibility to periodically check the web site cited above in order to obtain any additional addendums or information that may become available.

- 1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the consultants. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the RFA, and will be a matter of open public records subsequent to the signing of a contract or rejection of all bids.
- 1.6 **Evaluation of Proposal:** Consideration shall be made in the best interest of the RFA as determined by the Negotiation Committee. Consideration will focus toward but is not limited to:
  - 1.6.1 Response format as required by this Request
  - 1.6.2 Background of Consulting Firm
  - 1.6.3 Adequacy and completeness of proposal
  - 1.6.4 Consultants understanding of the project
  - 1.6.5 Compliance with the terms and conditions of the Request
  - 1.6.6 Experience in similar projects
  - 1.6.7 Qualified staff/Personnel qualifications
  - 1.6.8 Methodology to accomplish tasks
  - 1.6.9 Schedule
  - 1.6.10 Familiarity with the RFA of Topeka and Shawnee County facilities
  - 1.6.11 Any Special Considerations
- 1.7 **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, accept any item in a proposal.
- 1.8 **Contract:** This Request is for a firm fixed price contract with payments made only for defined and accepted deliverables. The RFA will not award or contract for any arrangement that uses estimates, "time and materials", or payments based on "progress" or elapsed time. During contract negotiations the Negotiation Committee and recommended vendor will produce a deliverables schedule and associated timeline. The delivery schedule will identify tangible deliverables and milestones, the pricing associated with the final acceptance of each deliverable and the definition of final acceptance. The timeline will indicate when each of the identified deliverables is to be presented to the RFA. The successful consultant will be required to enter into a written contract with the RFA.
- 1.9 **Contract Formation:** No contract shall be considered to have been entered into by the RFA until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful consultants.

- 1.10 **Open Records Act:** All proposals become the property of the RFA. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.
- 1.11 **Insurance:** The RFA shall not be required to purchase any insurance against loss or damage to any personal property nor establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the consultants shall bear the risk of any loss or damage to any personal property.

## SECTION II CONTENT OF PROPOSAL

- 2.1 **Transmittal Letter:** The transmittal letter is to serve only as the document covering transmittal of the consultant's proposal. This letter should provide the name, title, address and telephone number of the official contact and alternate, if applicable. These individuals should have the authority to bind the consultant and shall be available to be contacted by telephone and attend the interviews to be scheduled.

**Work Plan (project approach):** The consultant shall provide a detailed work plan for all phases of this project. This work plan shall address all of the specific concerns that are contemplated or should be contemplated within the scope of this project. A corresponding project schedule shall be included in the work plan. Any work plan submitted by the consultant shall be preliminary, and a final work plan will be developed after consultant selection. The consultant shall identify any problems that are anticipated in completing the work and how these problems will be solved.

**Proposed Schedule:** The consultant shall outline the proposed schedule, including review, master plan and implementation.

**References:** The consultant should include the names, addresses and telephone numbers of representatives of communities or other organizations where similar projects have been completed.

**Past Performance:** The consultant should include a brief description of past riverfront projects completed.

**Expertise:** The consultant shall have experience in the development, project planning, funding and implementation of riverfront projects as well as experience in working with Federal, State and local regulatory agencies.

**Key Personnel and Organization:** Personnel or partnering firms assigned to the project shall be identified and their qualifications provided. A resume indicating key relevant experience and knowledge for each person named must be attached to the proposal. The availability of personnel assigned to the project must be stated. Professional, technical, and secretarial personnel (by job description only) must be included.

**Other Information:** Any other information pertinent to the project should be included.

- 2.2 **Submission of Proposals:** Vendor's proposal shall consist of:
- One (1) original and ten (10) copies of the Technical Proposal, including signature sheet, applicable literature and other supporting documents;
  - One (1) original and ten (10) copies of the cost proposal including signature sheet,
  - One (1) electronic / software version of the technical and cost proposals on separate media are required. This shall be provided on CD, in Microsoft® Word.

**All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the request for proposal number and closing date addressed as follows:**

City of Topeka  
Contracts and Procurement Division  
Proposal #PW-119-07-P, Closing Date: August 17, 2007  
215 SE 7<sup>th</sup> Street, Basement, Room 60  
Topeka, KS 66603-3983

**Faxed or telephoned proposals are not acceptable.**

Proposals received prior to the closing date shall be kept secured and sealed until closing. Neither The City of Topeka nor the RFA shall be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

- 2.4 **Signature of Proposals:** Each proposal shall give the complete mailing address of the consultant and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the consultant's social security number or Federal Employer's Identification Number.
- 2.5 **Acknowledgment of Addenda:** All consultants shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Contracts and Procurement Division in writing.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the consultant to the Procurement Officer at the Contracts and Procurement Division prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. Interested consultants or their representatives may be present at the announcement at the following location:

City of Topeka  
Contracts and Procurement Division  
215 SE 7<sup>th</sup> Street, Basement, Room 60  
Topeka, KS 66603-3983

### **SECTION III SCOPE OF PROPOSAL**

#### **3.1 Scope of the Proposal**

The Topeka-Shawnee County Riverfront Authority, hereinafter referred to as “RFA,” is seeking a Consultant to produce a Riverfront Development Master Plan for the RFA. By joint resolution, the Negotiation Committee and the RFA have consented to conduct the consultant selection process. Upon the conclusion of vendor negotiations the Negotiation Committee will present an award recommendation to the RFA who will review the recommendation and vote upon its acceptance. A majority vote of the RFA will constitute acceptance of any award recommendation.

#### **3.2 Available Studies and Additional Information**

The following is a list of completed studies that are available for inspection.

1. Original riverfront report by Pat Downes, commissioned by the Chamber of Commerce—February 18, 2004.
2. Report of Mayor McClinton’s Riverfront Committee—March 31, 2005.
3. Corps of Engineers “Conceptual Master Plan” —April, 2005.
4. Corps of Engineers “Topeka Riverfront Kansas River Concepts” preliminary report, March, 2006.
5. Inaugural Strategic Planning Retreat Topeka-Shawnee County Riverfront Authority—January 3, 2007.
6. AIA report from public meeting.

In addition to the information provided above, additional studies are currently underway. Upon conclusion of these studies the details and results will be presented to the awarded consultant during formal negotiations for incorporation into their final pricing and contract.

The RFA expects to have the completed Master Plan presented to the RFA within a time frame not to exceed six (6) months from the date of contract signing. However, vendors are requested to provide in their proposal a self-imposed deadline for submitting the completed Master Plan to the RFA. This deadline may be used as part of the overall evaluation process with consideration given to vendors who can provide an acceptable Master Plan prior to the six (6) month delivery requirement.

#### **Direct Stakeholders include:**

##### **The City of Topeka**

The City of Topeka is statutorily responsible for land use, flood control, park and related development policy within its corporate RFA limits.

##### **Shawnee County**

Shawnee County is a supporter of the Topeka-Shawnee County Riverfront Authority initiative.

##### **Topeka-Shawnee County Riverfront Authority**

This public body was created by 2006 Legislative action of the State of Kansas, for the purpose of planning, implementing, and managing a riverfront redevelopment project within and along the corridor of the Kansas River, as it passes through the RFA of Topeka and Shawnee County, Kansas.

##### **North Topeka Drainage District**

Responsible for maintaining the levy system under their jurisdiction.



**Additional Stakeholders include by way of illustration and not limitation:**

U.S. Army Corps of Engineers  
Kansas Department of Wildlife and Parks  
North Topeka Business Alliance, Inc.  
North Topeka on the Move  
Greater Topeka Chamber of Commerce  
Great Overland Station / Railroad Heritage, Inc.  
GO Topeka, Inc.  
Downtown Topeka, Inc.  
Washburn University  
River corridor neighborhoods, property owners, business interests  
American Institute of Architecture (AIA)  
BNSF Railway  
Union Pacific Railroad  
Division of Water Resources Kansas State Department of Agriculture  
Kansas Water Office

**Planning Elements:**

The RFA intends to develop a conceptual master plan (Plan) for the Kansas River Corridor, within the established project boundaries of Urish Road to the West, and Seward Avenue to the East. The area of priority is located between the Topeka Boulevard and Sardou bridges on both the north and south sides of the Kansas River. Within the aforementioned boundaries, the Plan will address a broad range of development and redevelopment possibilities including but not limited to:

- A. Passive outdoor recreation facilities.
- B. Active recreation facilities.
- C. Impoundment structure(s) to create new waterfront areas and related development opportunities.
- D. Trails with connections to existing and proposed developments and improvements.
- E. Improvements to and/or expansion of existing natural reveerie areas.
- F. Construction and/or improvement of existing public improvements.
- G. Creation and/or expansion of existing park and open space areas.
- H. Creation and/or expansion of existing open space areas suitable for large outdoor festivals and community gatherings.
- I. Infrastructure improvements, including provisions for better public access to the river and surrounding areas.
- J. Identification of potential urban development areas and activity nodes whose elements may include residential, commercial, retail, public facilities, hospitality, and other land uses deemed appropriate by the Authority.
- K. Removal and cleanup of debris and obstacles from the riverbed.

**Administrative Elements:**

The RFA intends that the Master Plan, in final form, must include at a minimum the following administrative elements:

- A. Implementation timetable.
- B. Cost estimates for proposed public, private sector projects.
- C. Identification of possible funding sources, matched with categories of development proposed.
- D. Identification of regulatory bodies and the procedures and requirements for gaining their approval(s).

**Planning Process:**

The RFA intends that the selected Consultant's work on the Master Plan be directed by the RFA and/or committees established through appointment by the RFA. Additionally, the RFA may, at its sole discretion, engage the services of an experienced riverfront development expert, as a qualified third party firm or an individual, to assist the RFA in the ongoing management and oversight of the selected Consultant's efforts and final work product. In such case, the selected Consultant may, from time to time, be directed to communicate directly with said riverfront development Consultant; provided, however, that selected Consultant will, nevertheless, at all times be under contract and directly responsible to the RFA.

On January 3, 2007, the RFA conducted its inaugural strategic issues retreat, at which RFA members and community leaders outlined a number of objectives and desired outcomes relative to the master planning process. Interested parties are encouraged to review the Retreat Summary and other reports cited in Section 3.2 of this RFP.

The RFA has established a positive working relationship with the government of Shawnee County, and the government of the City of Topeka, whose representatives to the subject riverfront planning process may, from time to time, make available certain maps, demographics, land use and ownership data, public improvement atlas data, GIS mapping, aerial survey, and previous master planning documents which may pertain, in whole or in part, to the Plan. The selected Consultant is hereby advised, however, that neither the City of Topeka, nor the government of Shawnee County, is required to produce such documents for the selected Consultant, nor should the selected Consultant rely solely on these governmental bodies for such information.

**Master Plan Format and Content:**

Once the Negotiation Committee has reviewed all proposals submitted hereunder and has made its related recommendation to the RFA, the RFA may elect to enter into negotiations with the selected firm. The final submittal format of the Riverfront Master Plan, the deadlines for completion of the study and subsequent publication of the Master Plan, and the related consultant fee structure will be subject to these negotiations.

**CONTRACTUAL PROVISIONS ATTACHMENT**

1. TERMS HEREIN CONTROLLING PROVISIONS  
It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. AGREEMENT WITH KANSAS LAW  
All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION  
If, in the judgment of the RFA Committee, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the RFA may terminate this agreement. The RFA agrees to give written notice of termination to contractor at least 30 days prior, and shall give such notice for a greater period prior as may be provided in this contract. Contractor shall have the right to take possession of any equipment provided RFA under the contract. The RFA will pay to the contractor all regular contractual payments incurred through the date of contract termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. DISCLAIMER OF LIABILITY  
The RFA nor any department or division thereof shall hold harmless or indemnify any Contractor.
5. ANTI-DISCRIMINATION CLAUSE  
The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the RFA.
6. ACCEPTANCE OF CONTRACT  
This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.
7. ARBITRATION, DAMAGES, WARRANTIES  
Notwithstanding any language to the contrary, no interpretation shall be allowed to find the RFA or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. The RFA shall not agree to pay attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. REPRESENTATIVE'S AUTHORITY TO CONTRACT  
By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. RESPONSIBILITY FOR TAXES  
The RFA shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The RFA shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the of Topeka (Section 2-476 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

CONTRACTOR:

AUTHORIZED SIGNATURE: \_\_\_\_\_

**SUBMIT WITH BID**

**Contractor's Statement of Agreement**

The RFA requires that all contracts include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the RFA shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:
  - (A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
  - (B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;
  - (C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
  - (D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - (E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.
2. Guarantee that during the performance of any RFA contract or agreement the contractor, sub-contractor, vendor, or supplier of the RFA shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and any regulations or amendments thereto.
3. Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

_____ Company Name	_____ Company Address
_____ Signature and Title	_____ Date

Revised 3-17-04

**SUBMIT WITH BID**